Commonwealth OF Virginia STANDARD CONTRACT



CONTRACT NO. DOE-VPEG-2015-10

This contract entered into this 18th day of August, 2015 by SRI International, hereinafter called the "Contractor" and the Commonwealth of Virginia, Department of Education, hereinafter called the "Purchasing Agency."

WITNESSTH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

SCOPE OF SERVICES: the Contractor shall provide Virginia's Preschool Expansion Grant (VPI+) Program Evaluation to the Purchasing Agency of the Commonwealth of Virginia as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From <u>August 18, 2015 through June 30, 2017</u>. (Renewable for two (2) successive one-year periods.)

The contract documents shall consist of:

(1) This signed form;

(2) The following portions of the Request for Proposal #DOE-VPEG-2015-10, dated May 8, 2015: Section II, Background; Section III, Definitions; Section IV, Statement of Needs, as changed by Addendum No. 3 dated May 27, 2015, and negotiated changes agreed to July 13, 2015; Section VIII, Reporting and Delivery Instructions, including changes negotiated August 17, 2015; Section IX, General Terms and Conditions, including "X. Insurance" agreed to July 13, 2015; Section X, Special Terms and Conditions; Section XI. Method of Payment, including negotiated changes agreed to August 17, 2015; and

(3) The Contractor's proposal dated <u>June 3, 2015</u> and clarifications and negotiated modifications to the proposal agreed to on <u>August 17, 2015</u>, <u>July 21, 2015</u>, and <u>July 13, 2015</u>.

In the event of conflicts, later documents supersede earlier documents; all of which documents are incorporated herein. All payments shall be made by Virginia Public School Divisions. The total amount of the contract, including all renewals, is as agreed to August 17, 2015, and shall not exceed \$4,734,203.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	Contractor		Purchasing Agency
Ву:	Llush&fusfl Signature	Ву:	Lan Rousey Signature
	Theresa E. Punkle Printed Name		Printed Name
Title:	Contracts Manager	Title:	assiste Director of Procurement
Note with	: The Virginia Department of Education does not the Code of Virginia, 8 2.2-4343.1 or against a big	t discrim	inate against faith-based organizations in accordance

Note: The Virginia Department of Education does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

BACKGROUND

In December 2015, Virginia was awarded a federal grant to implement a highly effective preschool program to improve quality, access, and impact of services in high needs communities throughout the Commonwealth. Virginia's grant application is available at http://www2.cd.gov/programs/preschooldevelopmentgrants/applications/vaapplicationpdg2015.phdf. The grant period is for four years, contingent upon available funds appropriated by congress (Year 1: January 1, 2015 – June 30, 2016, Year 2: July 1, 2016 – June 30, 2017, Year 3: July 1, 2017 – June 30, 2018, Year 4: July 1, 2018 – June 30, 2019).

The program, called VPI+, is designed to be implemented through a mixed delivery system of public and private providers (e.g., preschool services in partnership with local school divisions) and embeds a variety of supports to ensure that children in this program receive the highest-quality preschool services available.

A major focus of the VPI+ initiative is to ensure that each child has access to evidence-based curricula and instructional opportunities directly targeting school readiness domains, effective teacher-child interactions, and individualized instruction based on formative assessments. The grant award requires that all programs include instructional focus on the Essential Domains of School Readiness, which the National Research Council defined in its report, Early Childhood Assessment: Why, What and How (2008):

- Language and literacy development;
- Cognition and general knowledge (including early mathematics and early scientific development);
- Approaches toward learning (including the utilization of the arts);
- Physical well-being and motor development (including adaptive skills); and
- Social and emotional development.

All VPI+ classrooms are required to use Virginia's Foundation Blocks for Early Learning: Comprehensive Standards for Four-Year-Olds to provide a measurable range of skills and knowledge essential for four-year-olds to be successful in kindergarten. The Foundation Blocks for Early Learning is available online by visiting

http://www.doc.virginia.gov/instruction/early_childhood/preschool_initiative/foundationblocks.pdf. The document was developed to provide early childhood educators a set of minimum standards in literacy, mathematics, science, history and social science, health and physical development, personal and social development, music, and the visual arts, with indicators of success for entering kindergarten that are derived from scientifically-based research. The standards reflect a consensus of children's conceptual learning, acquisition of basic knowledge, and participation in meaningful and relevant learning experiences.

Virginia's Foundation Blocks for Early Learning: Comprehensive Standards for Four-Year-Olds are aligned to the Standards of Learning (SOL) for kindergarten for Virginia public schools. The SOL establish minimum expectations for what kindergarten students should know and be able to

do at the end of each grade or course. Virginia's SOL are available online by visiting http://www.doc.virginia.gov/testing/index.shtml).

To ensure that VPI+ classrooms provide children with world-class teaching and learning environments, Virginia has committed to provide participating school divisions, teachers, and partners with a variety of program components and supports, including:

- Evidence-based curricula and formative assessment.
- Teacher and classroom needs assessment based on data made available through the Tiered Quality Rating and Improvement System (TQRIS).
- VPI+ coaches who support continuous improvement and teaching excellence.
- Evidence-based professional development to:
 - align with and support implementation of curriculum and assessment;
 - o meet teachers' individual professional development needs; and
 - support VPI+ coaches and school divisions' ability to maintain a high quality preschool program.
- Services from the University of Virginia's Center for the Advanced Study of Teaching and Learning (CASTL) to:
 - support local planning;
 - o provide professional development for VPI+ coaches; and
 - identify and coordinate program-wide needs for professional development.

Through the VPI+ program, participating school divisions have committed to opening new classrooms to serve additional preschoolers and to improve quality in existing classrooms (reference "improved" classrooms in Section III, #2) in the following school divisions:

- Brunswick County Public Schools
- Chesterfield County Public Schools
- Fairfax County Public Schools
- Giles County Public Schools
- Henrico County Public Schools
- Norfolk City Public Schools
- Prince William County Public Schools

- Petersburg City Public Schools
- Richmond City Public Schools
- Sussex County Public Schools
- Winchester City Public Schools

Table 1

Number of New VPI+ Classrooms Opening Each Year as Reported by School Divisions as of May 4, 2015 Total # New Classrooms 2015-2016 2016-2017 2017-2018 2018-2019 Years 1-4 Brunswick Chesterfield Fairfax Co. Giles Henrico Norfolk Petersburg Pr. William Richmond Sussex Winchester Total

Table 2

Number of Classrooms Being Improved Each Year as Reported by School Divisions as of May 4, 2015 Total # Improved Classrooms 2015-2016 2016-2017 2017-2018 2018-2019 Years 1-4 Brunswick Chesterfield Fairfax Co. Giles Henrico ō Norfolk Petersburg Pr. William Richmond Sussex Winchester Total

The VPI+ program was designed to ensure that all local communities have access to the resources their teachers, coaches, administrators, and private sector partners need to implement evidence-based high-quality preschool programs in their local communities. The high quality program will include a comprehensive preschool curriculum and formative assessment system that facilitates teachers' success creating an effective teaching and learning environment.

The contractor is required to determine the most rigorous methods available to evaluate the VPI+ program while providing cost-effective program evaluation services. Available data from VDOE include children's demographic information, program participation (e.g., participating in programs such as those that provide English language services, support for students with disabilities, and gifted education), grade-level by year, and PALS PreK and PALS K scores. Data are collected in a way that permits students to be linked at the individual-level across different files and data collections. For example, data from children can be linked to their PALS participation and results and to their teachers. These records can also be linked over time to create longitudinal analytic files at the individual student or teacher level. Additional details of data available from VDOE can be found by reviewing information about student record collection and master schedule collection, available online, http://www.doc.virginia.gov/info_management/data_collection/index.shtml.

In addition, VDOE and its partners are committed to collecting additional data during the course of the grant and including these data in the Virginia Longitudinal Data System (VLDS) including data from children's summative assessments, early learning program quality or VSQI ratings, and demographic information, educational attainment, and licenses and certifications of early childhood educators. More details about data to be added during the course of the grant can be found in Virginia's grant application, section C (reference first paragraph in this section).

VDOE encourages Offerors to consider the extent to which existing data can be used to support the program evaluation and minimize primary data collection activities. Data may be provided from VDOE directly or via the VLDS. The VLDS provides authorized researchers with access to de-identified individual-level records for authorized purposes. The system provides a rich, detailed set of de-identified data from children's early childhood and school experiences and can link records across a variety of VDOE and other agency systems. While powerful, VLDS also has important limitations that were developed to protect individuals' privacy. For example, data collected, stored, and managed outside of the system cannot be linked to individual-level records from VLDS due to the de-identification process. To learn more about VLDS, its strengths, and limitations, VDOE encourages all Offerors to review the VLDS web site (www.vlds.virginia.gov) and the Researchers Guide to Using VLDS, available online at http://vlds.virginia.gov/media/287/a006 1 final-cer-researchersguidevlds.pdf.

DEFINITIONS

The following definitions apply to this procurement:

1. VPI+ Classroom

A VPI+ classroom includes the following elements of a high-quality preschool program:

- Teacher with an active Virginia teaching license with an elementary endorsement including PreK;
- High-quality professional development and VPI+ coaching for the teacher;
- Child-to-instructional staff ratio of no more than 10 to 1;
- Class size of no more than 18 students:
- Full day program;

- Use of a developmentally-appropriate, evidence-based curricula and formative assessments;
- Summative assessments (fall and spring);
- Staff salaries comparable to salaries of K-12 teachers;
- Comprehensive services (e.g., vision and hearing screenings, mental health, nutrition, adult education);
- Engagement of families as decision makers;
- Program assessments (QRIS); and
- Targeted outreach for hard to reach families.

2. "Improved" Classroom

For the purposes of the VPI+ grant an "improved" preschool classroom means that VPI+ grant funds have been used to provide improvements to an existing preschool classroom. Grant funds for improvement may be used only to provide professional development/coaching, provide comprehensive services, ensure salary parity for preschool teachers, and to reduce class size.

3. Cost-Effectiveness Analysis

Components of cost-effectiveness analysis include:

- Setting the framework for the analysis;
- Deciding whose costs and benefits should be recognized;
- Identifying and categorizing costs and benefits;
- Projecting costs and benefits over the life of the program, if applicable;
- Monetizing (placing a dollar value on) costs;
- Quantifying benefits in terms of units of effectiveness;
- Discounting costs and benefits to obtain present values;
- Computing a cost effectiveness ratio;
- Performing sensitivity analysis; and
- Making recommendations where appropriate.

4. Essential Domains of School Readiness

Essential Domains of School Readiness means the domains of:

- language and literacy development,
- cognition and general knowledge (including early mathematics and early scientific development),
- approaches toward learning (including the utilization of the arts),
- physical well-being and motor development (including adaptive skills), and
- social and emotional development.¹

5. Formative Feedback

Formative feedback means information communicated throughout the course of the evaluation to teachers, administrators, school division-level personnel, the VPI+

¹ From Preschool Development Grants - Expansion Grants, Application for Initial Funding, CFDA Number 84.419b.

Implementation Team, and other stakeholders intended to inform and modify instructional practice, policy decisions, and other aspects of VPI+ implementation for the purpose of improving program implementation. The feedback should be nonevaluative, supportive, timely, specific, and credible. It should focus on aspects of Virginia's VPI+ implementation that include, but are not limited to:

- Use of a comprehensive preschool curriculum and formative assessment system for classroom instruction and feedback;
- Teacher and classroom needs assessment based on data made available through the Tiered Quality Rating and Improvement System (TQRIS);
- VPI+ coaches who support continuous improvement and teaching excellence;
- Evidence-based professional development to:
 - o align with and support implementation of curriculum and assessment;
 - o meet teachers' individual professional development needs; and
 - support VPI+ coaches and school divisions' ability to maintain a high quality preschool program;
- Services from the University of Virginia's Center for the Advanced Study of Teaching and Learning (CASTL) to:
 - o support local planning;
 - o provide professional development for VPI+ coaches; and
 - o identify and coordinate program-wide needs for professional development;
- · Focused parent, family, and community engagement;
- Individualized support of children with unique learning needs such as English learners,
 children with disabilities, and those in military or rural families;
- Individualized professional development plans for early childhood teachers focused on effective adult-child interactions;
- Coordination of comprehensive services, to include education, health, and social services; and
- Use of mixed-delivery preschool programs.

6. Phonological Awareness Literacy Screening (PALS)

PALS is a required screening tool in all VPI classrooms, and has near universal use in Virginia's Early Intervention Reading Initiative (EIRI) in public kindergarten classes. VPI+participating school divisions are responsible for administering PALS preK and PALS K. Information about PALS is available online by visiting https://pals.virginia.edu.

7. Summative assessments

- a. For purposes of Virginia's preschool expansion grant, summative assessments are defined as assessments that:
 - 1) Measure children's outcomes in each of the Essential Domains of School Readiness;
 - Meet established psychometric standards for reliability and validity as defined in Appendix C4 of Virginia's VPI+ grant application and defined in "10" and "11" below.
 - 3) Are administered by trained and reliable assessors who have an approved criminal background check consistent with Code of Virginia § 22.1-296.1. Data on

convictions for certain crimes and child abuse and neglect. Local school divisions may have additional requirements for individuals who have contact with children.

4) Are appropriate for use in preschool and kindergarten classrooms in diverse communities;

5) Align with Virginia's Foundation Blocks for Early Learning and the Virginia SOL for kindergarten;

6) Include sufficient variability to measure children at different places in the learning and development continuum, including children who are performing below, at or near, and above grade-level expectations;

7) Measure children's progress from preschool to kindergarten; and

8) Have norm referenced data available at the state or national level to permit the VPI+team to determine the extent to which children in the program are meeting or exceeding normative averages.

b. The results of PALS must be used as the literacy assessment for children in preschool (PALS preK) and in kindergarten (PALS K). PALS is a required screening tool in all VPI classrooms, and has near universal use in Virginia's Early Intervention Reading Initiative (EIRI) in public kindergarten classes. VPI+ participating school divisions are responsible for administering PALS preK and PALS K.

8. Virginia's Star Quality Initiative

Virginia's Star Quality Initiative (VSQI) is Virginia's implementation of a tiered quality rating and improvement system. VSQI was created to offer a market-based solution to facilitate quality and consistency among early childhood programs, support continuous quality improvement in partnership with public and private early education providers, and encourage a continuum of care and education throughout various provider settings, so that all children arrive in kindergarten ready to succeed. Virginia's Star Quality Initiative is administered in partnership between the Virginia Department of Social Services' Office of Early Childhood Development and the Virginia Early Childhood Foundation. More information is available by visiting the Virginia's Office of Early Childhood Development, http://www.earlychildhood.virginia.gov/quality.shtml.

9. VPI+ Implementation Team

The VPI+ Implementation Team serves as the leadership structure for Virginia's preschool expansion grant (VPI+). The Virginia Department of Education (VDOE) serves as the lead agency for grant administration. The VPI+ Implementation Team will meet at least quarterly each year of the grant.

10. Reliability

Reliability refers to consistency, or the extent to which a measure produces similar findings across multiple conditions. In particular, the subscales for any measure must demonstrate strong internal consistency, or a Cronbach's alpha of 0.80 or greater. In addition, if applicable, inter-rater reliability will be expected to meet a high standard of Kappa/ICC > 0.70.

11. Validity

Validity is defined as the degree to which an assessment measures what it intends to measure. In particular, construct validity will need to be established for measures under

consideration, including confirmatory factor analyses that indicate the presence of hypothesized constructs (and meet acceptable fit criteria, such as RMSEA < 0.05, CFI > 0.90, and SRMR < 0.08). In addition, measures must be related to other measures of similar constructs in expected directions at a magnitude of r > 0.30, as a means of demonstrating concurrent (convergent and discriminant) and predictive validity.

STATEMENT OF NEEDS

- A. The contractor shall conduct and provide to the VDOE and the 11 participating school divisions a comprehensive program evaluation. The offeror is required to determine the most rigorous methods available to evaluate the VPI+ program while providing cost-effective program evaluation services. As a result VDOE encourages offerors to consider the role that existing data can play in carrying out evaluation activities. The program evaluation shall include the following as they relate to Virginia's VPI+ program.
 - 1. Logic model or theory of action to support communication about the evaluation that addresses the following areas of interest for the VDOE:
 - o Barriers and facilitators to statewide VPI+ implementation;
 - The impact of VPI+ on preschool children's kindergarten readiness, including student retention/promotion and need for additional services (e.g., being served in support programs such as Virginia's Early Intervention Reading Initiative; identified as having a learning disability upon entering kindergarten, identified as needing additional support for learning English);
 - The impact of VPI+ above and beyond Virginia's current preschool initiative, VPI;
 and
 - o The return on investment of VPI+.
 - 2. Formative feedback on ways to strengthen the VPI+ support system and local implementation of a high quality preschool program that shall include the following:
 - o The types and intensity of support that teachers receive from VPI+ coaches;
 - The influence of teacher and administrator professional development activities, including variability in participation, activity types, and dosage;
 - The local selection of curriculum and formative assessment (VDOE-selected or other).
 - o Local experience implementing preschool programs;
 - o Teacher and leader background, experience, and other qualifications;
 - The role and influence of the needs assessment process on local program improvement activities (needs assessment will include data from VSQI ratings in years 1 and 3 for new VPI+ classrooms); and
 - The influence of support and services that CASTL will provide to school divisions and coaches.
 - 3. Summative evaluation of the impact of VPI+ on children's school readiness:
 - The contractor must use the results of PALS in preschool (PALS preK) and in kindergarten (PALS K);
 - The contractor must administer additional summative assessments, as defined in Section III, (Definitions) #4, related to the Domains of School Readiness to all children in new VPI+ preschool classrooms (fall and spring) and to these same children in fall of their kindergarten year. Summative assessments must be

- administered to kindergarten students who participated in new VPI+ classrooms and then entered kindergarten in any of the school divisions implementing VPI+;
- The contractor must use summative assessments with evidence of reliability and validity from studies of diverse students that reflect the student population in Virginia on multiple characteristics, such as race/ethnicity, rural/urban, and socioeconomic status as set forth in Section III, (Definitions) #7;
- The contractor must use summative assessments that have norm referenced data available at the state or national level to permit the VPI+ team to determine the extent to which children in the program are meeting or exceeding normative averages;
- The contractor must determine the extent to which different types of providers (e.g., public or private) influence student outcomes and program costs: and
- The contractor must use an approach that meets the most rigorous standards established for education research and evaluation and minimizes threats to internal validity.
- 4. A cost-effectiveness analysis of VPI+ which must include the components defined in Section III, (Definitions) #3.
- 5. Data products and reporting:
 - The contractor must provide teachers and administrators (and other local authorized users) with rapid access to summative assessment results (particularly in preschool) to use in preparing individualized student instructional plans and teacher professional development;
 - The contractor must provide teachers, administrators, the VDOE and the VPI+ implementation team rapid access to summative assessment results in the Fall and Spring of each contract year;
 - The contractor must provide the following reports as set out in Section VIII:
 - Biannual Formative Feedback Reports
 - Quarterly Progress Reports
 - Annual Results Reports
 - Annual Cost Effectiveness Reports
 - Final Comprehensive Evaluation Report
 - The contractor must provide a plan to facilitate VPI+ Implementation Team understanding of the methods, data products, and reports, and data collection requirements of the evaluation.
- 6. Evaluation Advisory Board.
 - The advisory board shall include experts in preschool and early education, impact evaluation, formative evaluation, and cost-effectiveness analysis; and
 - The advisory board shall include experts from Virginia who are not grant partners and may also include experts outside of Virginia.
- 7. Advisory Services to the VDOE and VPI+ Implementation Team.
 - The contractor must participate in all VPI+ Implementation Team meetings; and
 - The contractor must provide consultation to VDOE and the VPI+ Implementation Team on topics related to data use for program monitoring and public reporting. Specifically, the contractor shall be available to provide consultation to support the development of public-facing and authorized-use only reports that will provide information about preschool children's progress and outcomes through third grade,

to include children's kindergarten readiness, retention/promotion from kindergarten through grade 3, and grade 3 achievement.

8. Data Collection and Analysis.

The contractor must provide proposed data elements that VDOE or participating school divisions will be requested to collect and provide to the contractor to facilitate the evaluation. The VDOE will use this information to inform school divisions of records they need to keep as the VDOE and the VPI+ Implementation team collaborate to finalize the data collection strategy for the program evaluation.

- O The offeror shall provide a plan for a data collection approach including the data collection schedule (reference Attachment C). The planned data collection approach (e.g., direct assessment from a trained assessor; online or paper survey; observational protocol), shall include the extent to which summative assessments will be administered to kindergarten-aged children who did not participate in VPI+ and to children who were served in grant-funded "improved" classrooms.
- o The data elements must include the level needed (e.g., individual student- or teacher-level records; aggregate data by classroom, school, or division), and the specific years of records that will be required.
- Depending on the proposed methods, data types may include (but are not limited to): child-level characteristics, background and performance records; teacher and administrator characteristics, background and experience, and qualifications; teacher and administrator participation in professional development activities; program characteristics and services provided; community characteristics; and cost of services and supports.
- VDOE encourages offerors to review available data elements from VDOE's <u>Student Record Collection</u> and <u>Master Schedule Collection</u> to understand the availability of data that VDOE already collects.

9. Data Security

The contractor must ensure security of data collected as part of this contract. Refer to Attachment I for an example of the VDOE-provided Restricted-Use Data Agreement the contractor shall sign and Affidavit of Non-Disclosure each person who will have access to the data shall sign.

- The contractor shall agree to terms and conditions of a completed VDOE-provided Restricted-Use Data Agreement as well as any additional requirements and agreements that may be required by participating school divisions to permit local data collection:
- The contractor shall attach children's state testing identifiers to all student level data from child assessments and provide the data to the VDOE's Office of Education Information Management for inclusion in the Virginia Longitudinal Data System (VLDS); and
- The contractor shall obtain approval or a written exemption from an Institutional Review Board prior to collecting data for this program.
- 10. Compliance with Code of Virginia § 22.1-296.1. Data on convictions for certain crimes and child abuse and neglect.

The law requires that, "as a condition of awarding a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the school board shall require the contractor to provide certification that all persons who will provide such

services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child." Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. School boards shall not be liable for materially false statements regarding the certifications required by this subsection.

- 11. Disaggregated results for different groups within the program.

 The contractor shall consider the extent to which it is practicable to provide valid results by school division (reference Section VIII), locale codes as defined by the National Center for Education Statistics (NCES), student or community race/ethnicity, English learner status, disability status, or other relevant factors that may be important for strengthening and sustaining the VPI+ program.
- 12. Implementation Plan

 The contractor shall submit an implementation plan (reference Attachment C) that describes the implementation process for the preschool program evaluation which includes summative assessments (preK and K); provides a rubric that demonstrates how the data being collected are mapped to the evaluation components as provided in Section IV, Statement of Needs; and enumerates dates and milestones necessary to meet the requirements in this Statement of Needs.
- B. The contractor must comply with all state, local, and school division rules for contractors providing services onsite in school divisions, including the requirements of Va. Code § 22.1-296.1, which provides as follows:

C. As a condition of awarding a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the school board shall require the contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Any person making a materially false statement regarding any such offense shall be guilty of a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. School boards shall not be liable for materially false statements regarding the certifications required by this subsection.

REPORTING AND DELIVERY INSTRUCTIONS

- A. The contractor shall provide the following:
 - 1. Biannual Formative Feedback Reports: Ongoing formative feedback reports provided to the VPI+ Implementation team and separate, tailored reports to each of the 11 participating school divisions twice per year. This shall require that the contractor prepare no fewer than 12 formative reports by December 31st and June 30th of each grant year (24 reports):

a. One report for the VPI+ Implementation Team that provides feedback on the program successes, challenges, opportunities, and recommendations for improving leadership and support services that facilitate strong local implementation; and

b. One report for each of the 11 participating school divisions (11 local reports) that provide feedback about the strengths and challenges specific to the local community,

and offers recommendations for improvement.

2. Quarterly Progress Reports: Quarterly progress reports on evaluation activities submitted on October 31st, January 31st, April 30th, and July 31st of each grant year in years 1-3. In year 4 the quarterly progress reports shall be submitted on October 31st, January 31st, April 30th, and June 30th. These reports, prepared for the VPI+ Implementation team, shall include each of the following components:

a. Financial update: including amount invoiced during the quarter; amount invoiced todate; total funds remaining; and percent of total contract activities completed to date.

b. Technical update: includes a list of all evaluation activities completed in the quarter and activities planned for the next quarter.

Problem identification and mitigation plan: the quarterly report will identify all challenges the evaluator faces in completing their planned activities, solutions proposed or completed, and status on mitigation of challenges.

d. Information or other items needed requested by the VDOE or the VPI+ Implementation Team.

3. Annual Results Reports: Results from the evaluation of the impact of VPI+ on the Essential Domains of School Readiness and other indicators of success in the early years of school submitted August 1st for grant years 1-3. The evaluator shall provide the VPI+ Implementation team with a results report once per year; and

a. Annual progress reports shall include valid results from interim analysis that can be used to understand preliminary outcomes of the impact of VPI+ on school readiness, and the factors that may influence children's outcomes.

b. Interim results may include results from summative assessments, on-time promotion, and other outcomes for the VPI+ participants and the comparison group.

4. Annual Cost-Effectiveness Analysis Reports: Information about the cost-effectiveness of VPI+ submitted August 1st of grant years 1-3. The contractor shall provide the VPI+ Implementation team with a cost effectiveness analysis report once per year that includes valid results related to the cost-effectiveness of the VPI+ program that are available at the time.

5. Final Comprehensive Evaluation Report: By June 30, 2019, the evaluator shall provide the 11 school divisions, VPI+ Implementation Team members, and the VDOE with a final

comprehensive evaluation report to include:

- a. Executive Summary
- b. Summative Results (State and Local)
- c. Formative Results (State and Local)
- d. Cost-Effectiveness (State and Local)
- e. Recommendations (State and Local Policy; State and Local Implementation)

f. Lessons Learned (State and Local)

6. Any quarterly reports to document compliance with Section X.7. Small Business Subcontracting and Evidence of Compliance must be submitted to the Director of Tax Credit Programs, Procurement, and Fixed Assets. This includes the amount paid to Virginia Department of Small Business and Supplier Diversity (SBSD) certified small businesses during the quarter and to date."

B. Payment under the contract may be withheld until such reports are delivered or other appropriate remedies may be assessed in lieu of withholding such payment.

GENERAL TERMS AND CONDITIONS

- A. <u>VENDORS MANUAL</u>: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

- 1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. <u>IMMIGRATION REFORM AND CONTROL ACT OF 1986</u>: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. <u>DEBARMENT STATUS</u>: By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBS AND RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. <u>CLARIFICATION OF TERMS</u>: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (i)To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2)To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date

of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- CUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. <u>TESTING AND INSPECTION</u>: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. <u>ASSIGNMENT OF CONTRACT</u>: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. <u>CHANGES TO THE CONTRACT</u>: Changes can be made to the contract in any of the following ways:
 - The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting

from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

- 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. <u>DEFAULT</u>: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

- Q. <u>ANNOUNCEMENT OF AWARD</u>: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (<u>www.cva.virginia.gov</u>) for a minimum of 10 days.
- R. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- S. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- T. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

b. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- U. <u>AVAILABILITY OF FUNDS</u>: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- V. <u>PROPOSAL PRICE CURRENCY</u>: Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.
- W. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- X. <u>INSURANCE</u>: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- Workers' Compensation Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the <u>Code of Virginia</u> during the course of the contract shall be in noncompliance with the contract.
- 2. Employer's Liability \$100,000.
- 3. Commercial General Liability \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage,

personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

SPECIAL TERMS AND CONDITIONS:

- 1. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- 2. <u>eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS</u>: The solicitation/contract may result in one or more purchase order(s) issued by local school divisions with the eVA transaction fee of 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.cva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.cVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

- 3. <u>AUDIT</u>: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- 4. <u>RENEWAL OF CONTRACT</u>: This contract may be renewed by the Commonwealth upon written agreement of both parties for two successive one-year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
- 5. SUBCONTRACTS: After award, no portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the

names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

6. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

7. CONTINUITY OF SERVICES:

- a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - ii. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - iii. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
- 8. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage

(including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

9. E-VERIFY PROGRAM: Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

See METHOD OF PAYMENT AND CHANGE IN PARTICIPATING SCHOOL DIVISIONS, and other clarifications and negotiated modifications agreed to on August 17, 2015, July 21, 2015, and July 13, 2015, on the following pages.

Theresa Runide < theresa runide@sn.com>

"Wilderes, Marce (DOE)

Dorna Davedson; Rowsey, Ann (DOE)

Re: Continued Regoliations with SAL International DOE-VPEG-2015-10

Thank you, Marle.

This message confirms SRI's acceptance of the changes to VII: REPORTING AND DELIVERY INSTRUCTIONS; XI: METHOD OF PAYMENT and CHANGE IN PARTICIPATING SCHOOL DIVISIONS.

Thereta Runkle | Ski triginal tins) | C ris to C' 2198" - EQCISION Dis sion phone + 1 450 559 4355 124 - 1 650 ESE 3357

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From: <Welliams>, "Marie (DOE)" < Mane.Williams@doe.vzgmia.gov>

Dale: Monday, August 17, 2015 at 10:55 AM

Cc Shari Golan c<u>shan golan Ban.com</u>>, Erika Gaylor C<u>enta gaylor @sn.com</u>>, Donna Davidson c<u>donna davidson @sri.com</u>>, "Rowsey, Ann (DOE)" c<u>ann.Roysey @doe,vrigma go</u>v> To: Theresa Runkle < theresa.runkle@sn.com>

Subject: FW: Continued Negotiations with SRI International DOE-VPEG-2015-10

Please confirm that SRI agrees to the following changes

VIII: REPORTING AND DELIVERY INSTRUCTIONS. Add to A. 6: "This includes the amount paid to Virginia Department of Small Business and Supplier Diversity (SBSD) certified small businesses during the quarter and to date.

Replace XI METHOD OF PAYMENT with the following

METHOD OF PAYMENT and CHANGE IN PARTICIPATING SCHOOL DIVISIONS:

amount indicated in the table below at the beginning of the quarter listed in the table. At the end of each month of the quarter, the Contractor shall invoice each school division an amount Any contract resulting from this RFP will be paid by the school divisions that issue purchase orders to the Contractor In Year 1, school divisions shall issue purchase orders equal to the equal to one third of the amount indicated in the table for that quarter Contingent on exercise of the renewal option(s) for Years 3 and or 4, purchase orders and payments by school divisions shall equal the total for Years 2 - 4, unless one or more of the listed school divisions does not participate in years 2, 3, and or 4 In that case, the total for the year shall be reduced by the "division specific cost" listed for any school division that does not participate that year, unless the school division is replaced by a comparable school division that year. The Contractor shall be notified of any changes in participating school divisions

In Years 2—4, in addition to the amount listed for each school division in the table below. VDOE will allocate the "Additional Fixed Cost" listed in the table below to participating school divisions shall issue purchase orders equal to the amount indicated to them by VDOE for the year. At the end of each month, the Contractor shall invoice each school division an amount equal to one twelfth the amount of the annual purchase order issued by that school division. Total amounts invoiced to school divisions for each year of the contract shall not exceed final negotiated contract prices. The ordering school division will make payments to the Contractor within 45 days of receipt of a valid invoice.

DOF.VPEG.2015.10	2015.10								
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					Year1	Year	× ×	2	
		Amount					200	TORK 4	
	Amount	Allocated for	Amount	Amount					
	Aflocated for	November -	Allocated for	Allocated for	Total Per	Dériete	District Specific Core Viscon		
School	August -	December	- Yuenuer	April - June	Division				
Division	October 2015	2015	March 2016	2016					
Branswick	6,957.00	6,957.00	6,059.98	6,059.98	26.033.96	13 003 30	17.305.10	40.466.22	
Chesterfield	29,914.05	29,914 05	26.056.99	26.056.99	111 942 64	KE 013 20			
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	2,130.70	3,130.70	7,976.06	7,976.06	34,265.52	17,114.75	16,445.98	13,749.16	
remero	40,555.41	40,555.41	35,326.28	35,326.28	151,763.38	75,801.92	72,839.92		
Nortook	31,967.30	31,987.30	27,862.92	27,862.92	119,700.44	59,787,30	57.451.08		
Petersburg	21,245.08	21,245.08	18,505.79	18,505.79	79,501.74	39.709.08	38.157.43		
P. William	43,063.33	43,063.33	37,510.83	37,510.83	161.148.32	Rn 389 36	DC AAE TT		
Rschmond	47,560.21	47,560.21	41,427.89	41.427.89	177.476.20	AB B95 52	PC 436 0C		
Sunex	4,912.35	4,912.35	4.278.96	4 278 96	CA CME 91	20 101 0	CC-020-00		
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		40,443.47	£0.010.E1	12,618.03	67,955.04	33,941.60	32,615.51	27,267.20	
Additions	Fixed Cost to be a	Additional Fixed Cost to be allocated among participating school divisions by TITOE Vision 5	redeipating school	Edirisions by					
						\$ 734,766.06	\$ 767,283.06	\$ 763,430,16	
16101	\$ 277,110.00	\$ 277,110.00	277,110.00 \$ 241,360.00 \$ 241,380.00	5 241,380.00	1,036,980,00	1,252,712.00	1,264,989.00	<u> </u>	S 4 738 303 00
									W. EU. P. C. L. C.

Response to VPI+ Evaluation Questions Received July 20, 2015

Confirm assessment materials were included in the proposed budget

The costs for 70 assessment kits, scoring sheets for all children participating in the
evaluation, and a secure online data entry system were all included in the original
budget. If teachers were trained to conduct assessments in Years 3 and 4, they would
receive an assessment kit (at least one per school), scoring sheets, and access to the
online data system. We understand that VDOE has requested that the evaluator conduct
the Year 3 and 4 assessments, so this issue may no longer be relevant.

Show the additional costs if SRI/SRC conduct the child summative assessments in years 3 and 4 (as opposed to teachers).

Below is a revised budget. It reflects the following changes:

- Removed the cost of training PreK and K teachers to conduct summative assessments
- Added costs for SRI/SRC to conduct PreK fall and spring direct assessments with up to 1637 children in new VPI+ classrooms in Years 3 and a similar number of VPI+ children in Year 4 (Cohorts 3 and 4).
- We also added the costs of conducting up to 1326 kindergarten assessments in fall with Cohort 3 VPI+ children.
- Data collection of Cohort 1 and 2 new VPI+ classroom children in PreK and K was already
 included in the budget.

Additional costs in Year 3: \$277,039 [includes PreK assessments]

Additional costs in Year 4: \$477,898 [includes both PreK and K assessments]

Show the new budget (with the addition of SRI/SRC conducting the summative assessments in years 3 and 4) broken out into 6-month intervals.

Includes Summative Assessments in Years 3 and 4

	Amount to be invoiced during each 6 month period of the grant*:	Dates of service to be covered by these invoices:
July - December 2015	\$554,220	7/1-12/31/15
January - June 2016	\$482,760	1/1-6/30/16
July - December 2016	\$759,236	7/1-12/31/16
January - June 2017	\$493,476	1/1 - 6/30/17
July - December 2017	\$780,333	7/1-12/31/17
January - June 2018	\$484,656	1/1-6/30/18
July - December 2018	\$675,523	7/1 – 12/31/18
January - June 2019	\$503,999	1/1 - 6/30/19
Total	\$4,734,203	-,,

Negotiation Points

SRI International Proposal

	Negotiation Points	Response:
1.	DOE has determined that it is not feasible to include	Year 1: \$1,031,708
	IV. Statement of Needs, Part B (page 13 of the RFP), in	Year 2: \$1,275,911
	any resulting contract, and would like to afford you an	Year 3: \$987,950
	opportunity to improve the prices submitted for on	Year 4: \$701,624
	Attachment F, Table A (for IV. Statement of Needs,	Total: \$3,997,193
	Part A), especially the price for Year 1. Please provide	We have eliminated all
	revised pricing in the column to the right.	evaluation costs of improved
		classrooms by removing
		Table B. However, Table B
		also included a proportional
		amount of the general
		evaluation costs such as the
		Evaluation Advisory Board,
		the formative evaluation, the
		cost-effectiveness study,
		report writing and analysis,
		and data collection from the
		comparison group students.
		Therefore, we included the
		full costs of those general
		evaluation activities in a
	1	revised Table A. We needed
		to adjust the budget so that
		we can still deliver on all the
		activities described in our
		proposal. We are happy to
		work with VDOE to adjust the
		scope of work if a lower
		budget is needed and have
		suggestions on how to
		achieve a lower budget and
		still meet the federal and
_		state requirements.
2.	Do you agree to change IV. Statement of Needs, B.	Yes. All employees of SRI and
	(page 13) to: "The contractor must comply with all	SRC who will have direct
	state, local, and school division rules for contractors	contact with students will
	providing services onsite in school divisions, including	receive background checks
	the requirements of Va. Code § 22.1-296.1, which	and we will provide

	provides as follows:	certification of their
	C As a condision of average and a second facility of a second facility o	clearance as requested. See
	C. As a condition of awarding a contract for the provision of services that require the contractor or his employees to	page 24 in Section A of the
1	have direct contact with students on school property	proposal for more details.
	ductor contact with students on school property	
	during regular school hours or during school-sponsored	
	activities, the school board shall require the contractor to	
l	provide certification that all persons who will provide such services have not been convicted of a felony or any offense	
}	involving the sexual molestation or physical or sexual abuse	
	or rape of a child.	
	Any person making a materially false statement regarding	
	any such offense shall be guilty of a Class 1 misdemeanor	
	and, upon conviction, the fact of such conviction shall be	
	grounds for the revocation of the contract to provide such	
1	services and, when relevant, the revocation of any license	
	required to provide such services. School boards shall not	
	be liable for materially false statements regarding the	
	certifications required by this subsection."	
3.	Please explain how you will reduce the burden on	See Attachment A
	teachers for data collection and data entry on an	
	Attachment labeled "A."	
4.	Please submit a plan to address subsequent testing of	See Attachment B
	VPI+ students who transfer to a different school that is	
	also part of a VPI+ participating school division labeled	
	as Attachment B.	
5.	Do you confirm that you will seek approval of the	Yes.
	Institutional Review Board prior to data collection?	
6.	Do you agree to provide a webinar to the VPI+	Yes.
	Implementation Team each year before you release	
	the annual VPI+ report?	
7.	Do you agree to provide any parent surveys in the	We did not include parent
	home language of the student?	surveys as one of our data
	~ 31	collection methods for the
		evaluation. However, we
		have translated surveys into
		multiple languages. We will
		plan to provide the parent
		consent form in the top 3
		languages spoken by
		students' families in the state
		(e.g., Spanish, Korean, and
		1-97-1-1101

8.	Do you agree to provide a liaison for each school division? Do you agree to eliminate the payment of incentives to teachers and parents?	Vietnamese). We will consult with VDOE to confirm these are the preferred languages in the 11 school divisions. Yes. This is described in Task 3a in Attachment C p. 5C-3. Yes. We will remove incentives for teachers participating in the formative interviews. No other incentives were in our budget.
10.	In Section XI. Method of Payment (page 29), do you agree to the following change: Delete "The final invoice for each year of the contract must be submitted by the last day of the contract year (June 30." Add: "Contractor shall submit invoices to the ordering school divisions by December 1 for services delivered from August 1 through October 31, by March 1 for services delivered November 1 – January 31, by June 1 for services delivered February 1 through April 30, and by September 1 for services delivered May 1 – July 31 (or monthly, if mutually agreed)."	Yes.
11.	Do you agree to the following additional General Term/Condition? X. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will	Yes.

be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- 1. Workers' Compensation Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- 2. Employer's Liability \$100,000.
- 3. Commercial General Liability \$1,000,000 per occurrence and \$2,000,000 aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

Name: Company (Signature in Ink)

Name: Theresa E. Runkle

(Please Print)

Title: Contracts Manager

Attachment A

Please explain how you will reduce the burden on teachers for data collection and data entry on an Attachment labeled "A."

Given that teachers will already be conducting the PALS Prek and K, the evaluation is designed to minimize other data collection and reporting tasks.

To minimize teacher burden and to maximize reliability in assessment administration, in Years 1 and 2 trained SRI/SRC assessors will administer three direct child assessments: (1) the Woodcock-Johnson (WJIIIR) Applied Problems subtest to assess cognitive math skills, (2) the Dimensional Change Card Sort (DCCS) task to assess executive functioning, and (3) the Head Toes Knees Shoulders (HTKS) task to assess self regulation. The SRI/SRC researchers will conduct these assessments with those children in VPI+ new classrooms and comparison preschool classrooms participating in the study. SRI/SRC will also collect these direct assessments when these children enter kindergarten to minimize burden on kindergarten teachers.

The one new assessment teachers will need to complete is a brief checklist that rates children's social skills and behavior, the Teacher-Child Rating Scale (T-CRS-2). To reduce burden on teachers, teachers can submit the T-CRS-2 checklist via an online secure survey application that we have successfully used for past studies. This system prepopulates basic information about the child to reduce the amount of information that teachers need to enter.

Our design also includes building the capacity of teachers to conduct direct assessments in years 3 and 4. To help make data collection and reporting easier for teachers, SRI/SRC will provide scannable direct assessment forms to teachers and collect and process the data so that teachers will not need to enter any of these assessment data.

We also placed a fair amount of weight on the use of existing data to reduce the burden on school divisions and their staff and on the development of a sustainable data collection system for summative assessments.

Attachment B

Please submit a plan to address subsequent testing of VPI+ students who transfer to a different school that is also part of a VPI+ participating school division labeled as Attachment B.

The SRI/SRC evaluation design includes tracking all children who attend VPI+ new classrooms, from fall to spring of their preschool year as long as they remain in a VPI+ preschool classroom, and then to kindergarten as long as the children enroll in a school within one of the 11 VPI+ school divisions. We expect that many children who attend new VPI+ classrooms will attend kindergartens located at different schools within or across the participating school divisions.

If children in new VPI+ preschool classrooms transfer to non-VPI+ preschool classrooms during their preschool year, they will no longer be receiving the intervention (i.e., in a new VPI+ classroom) and therefore, they will be dropped from the study.

The data collection team will work with the participating school divisions to obtain child lists prior to the first fall assessment in preschool and then request updates for child lists 6 weeks prior to the spring preschool assessment. To track students into kindergarten, SRI will ask the school divisions to provide the names of the schools, and if possible kindergarten teachers, assigned to the VPI+ and comparison students, one week after the start of school. We plan to have access to a student ID number that will be assigned in preschool by the state; this ID number will support tracking students across classrooms, schools, and school divisions.

Offeror Name: SRI International

Questions

In Appendix A-2 you provided a list of proposed data elements. Some data elements listed are not collected through Virginia's Student Record Collection (SRC). (Please note that data collected via the Master Schedule Collection (MSC) is not available for preschool students in Virginia as they are not a part of the MSC.)

Will you provide a secure data portal for school division staff to enter required data elements listed in your Appendix A-2 that are not being collected through the SRC? Please explain.

Yes, we will provide a secure portal. VDOE and the VPI+ implementation team will be given access to a password-protected web-based file exchange program (Accellion) that SRI uses to receive and share highly confidential data. SRI will work with VDOE to develop a codebook and format for all requested data to support school divisions in providing requested data and later to linking data back to VDOE databases.

Accellion Secure File Transfer is the primary method by which SRI staff and clients/partners external to the SRI firewall routinely and securely exchange information. Accellion secure file transfer capabilities allow users to send files quickly, easily, and securely to internal and external recipients. With file tracking and reporting, Accellion provides the necessary control to meet industry and Government regulations such as Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Billey Act (GLBA), and Sarbanes-Oxley (SOX) to ensure enterprise data security and compliance.

Will you make it possible and permit school division staff to enter data elements that are required by the VPI+ grant (see example list of data elements provided below) but may not be requested as a part of your Appendix A-2 to also be submitted through this secure data portal? Please explain.

Yes. We can provide two formats for providing the data elements listed below: (1) a codebook and spreadsheet to support data exports and (2) a secure online survey in which school staff can enter information. School divisions may want to use a combination of these methods. For example, they may want to request programs enter classroom/program level data into our secure online survey, but provide student level data through an export. No matter how the data are provided, SRI will create a common dataset for VDOE with all the data elements.

Will you provide authorized school division users and authorized VDOE users to have access to this secure data portal and the data collected related to the VPI+ grant? Please explain.

Yes, access will be provided to authorized school division users and authorized VDOE users as described above. Users will have unique links and passwords that will give them access to only those reports and data they are authorized to see.

If so, does this secure data portable meet and align with all responses provided in Attachment B (Data Security Template)? Please explain.

July 8, 2015 Data Portal and Sample VPI + Data Elements SRI International

Yes. With file tracking and reporting, Accellion provides the necessary control to meet industry and Government regulations such as Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act (GLBA), and Sarbanes-Oxley (SOX) to ensure enterprise data security and compliance.

How will you work with the school divisions and VDOE to minimize the burden of this data collection by simplifying the process for how it is to be collected and reported to you and to VDOE?

Accellion Secure File Transfer can accept all file formats making it easier for school divisions to share information. We also will create a secure online survey by which school divisions can request that school personnel enter data directly about their own programs in a consistent manner. We also will provide technical assistance and support on using Accellion through phone, email, and WebEx.

Please explain how you will provide a reasonable time frame for collecting this data from school divisions during the first year of the grant, realizing that the grant is just getting off the ground, school division staff are still being hired, data collection procedures have not yet been established, and student data may not be available quickly during first semester of the school year.

SRI realizes the constraints that VDOE is operating under and the desire to begin implementation according to the timeline promised the federal DOE. Given the short timeline to finalize the evaluation design, develop relationships with school divisions and staff, identify eligible students and obtain identifiers and parental consent, and train assessors for data collection, we are prepared to work with VDOE to identify a modified evaluation schedule, if necessary. For example, we can discuss delaying data collection in some divisions or classrooms a month or possibly a year and then making relevant adjustments for subsequent data collection activities.

EXAMPLE: VPI+ Data Elements to be Collected from School Divisions- Year 1 of Grant

Classroom, Teacher/Assistant, Student

Classroom/Program Level Data

What do we want to know about the VPI+ program/ new VPI+ classrooms?

- 1. What is the state school number for this program/classroom?
- 2. What is the name and physical address of the preschool classroom (e.g., Old Dominion University Child Development Center, Henrico County Public Schools/Echo Lake Elementary)?
- 3. How many preschool students are in the classroom?
- 4. How many full-time teachers (primary person responsible for instruction and assessment of students) and full-time assistants (assigned to this classroom) are in the classroom?

Teacher/Assistant Data

What do we want to know about the new VPI+ classroom teachers and assistants?

- What is the teacher's gross annual salary?
- 2. What is the assistant's gross annual salary?

- 3. What is the teacher's first, middle, and last name as it appears or will appear on the Virginia teacher's license?
- 4. What is the teacher's Virginia teaching license number?
- 5. What is the assistant's first, middle, and last name?
- 6. What is the teacher's highest educational level (e.g., bachelor's degree, master's degree, educational specialist, doctorate degree)?
- 7. For each degree held by the teacher, what was the major area of study for the degree (e.g., Bachelor's: Interdisciplinary Studies; Master's Degree: Reading Specialist; Doctorate: Educational Leadership)?
- 8. What is the assistant's highest educational level (e.g., GED, high school diploma, Child Development Associate Credential, associate's degree, bachelor's degree, master's degree, doctorate degree)?
- 9. Was this teacher a teacher with 0 years of experience when starting the current school year?
- 10. Was this teacher employed as a preschool teacher for the (<u>2014-2015</u>, <u>2015-2016</u>, <u>2016-2017</u>, <u>2017-2018</u>) school year? Yes or No
- 11. If yes, check one:
 - Private provider not subcontracted by the school division to provide VPI services (e.g., local day care program not providing VPI services).
 - b. Head Start program outside of the school division
 - Preschool in this school division (includes VPI, Title I, Head Start, Early Childhood Special Education)
 - d. VPI+ federal expansion grant VPI+ classroom teacher (does not include "improved"
 - e. Preschool in another Virginia school division (includes VPI, Title I, Head Start, Early Childhood Special Education)
 - f. Preschool in a public school division outside in a state other than Virginia
 - g. Elementary teacher (other than preschool) in a public school division in Virginia or in a state other than Virginia
 - h. Other

Student Data

What do we want to know about VPI+ students?

- 1. What is the student's State Testing Identifier (STI)?
- All data elements that are collected by school divisions on kindergarten students through Student Record Collection (e.g., attendance, division number, entry date, exit date, gender, birth date, disability, home language, immigrant status).
- 3. How many students are in the student's classroom?
- 4. Has the student ever been suspended from a VPI+ new or improved classroom?
- 5. Has the student ever been expelled from a VPI+ new or improved classroom?

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SRI International

- 6. What is the mother's highest educational level (e.g., dropped-out, GED, high school diploma, associate's degree, bachelor's degree, master's degree, doctorate degree)?
- 7. What is the mother's race/ethnicity?
- 8. What is the family/household income level?
 - i. At or below 130%
 - ii. 131%-200%
 - iii. 201% or above